

#3923
568991 Prop.
Lemon Hill Prop.
Lemon Hill Prop. Inc.

**THE ESTATES OF HERMON HILL
AND COMPANY QUARTER
DECLARATION ESTABLISHING RESTRICTIVE COVENANTS
BY
HERMON HILL PROPERTY OWNERS' ASSOCIATION, INC.**

Property Subject To This Declaration: The Estates of Hermon Hill and Company Quarter (Royal Manor, Queta Verde, and Belle Field Estates) Plots 1 through 363. This is to include all of Plot 102 and any subdivided portions thereof.

SECTION I. GENERAL CONSIDERATIONS:

A. Governing Body. The Estates of Hermon Hill Property Owners' Association, Inc. (hereinafter HHP(OA)) by its Board of Directors, shall be empowered to enforce all the provisions set forth in these covenants.

B. Membership. During the term of their ownership, all persons who individually, jointly, or as tenants in common are the recorded owners of a fee interest in one or more plots shall be deemed to be Members of the Hermon Hill Property Owners' Association, Inc. with the exception that persons or entities who hold an existing interest or an interest merely as security for the performance of an obligation shall not be deemed members. All members of the Association shall be bound by its Articles of Incorporation, the Restrictive Covenants, By-Laws and such rules, regulations, and assessments as the Association may designate.

C. Violations. No right or forfeiture for the violation of any of these covenants is reserved, but developer, its successors and assigns, any owner of land in the subdivision and the said landowners' association, shall be entitled to a decree of injunction against any threatened or continuing violation of any of these covenants and to judgment for any damages resulting from the violation, including all costs and reasonable attorneys' fees.

D. Notification of Sale. Whenever any member transfers his interest in any plot or plots in the Estates of Hermon Hill to any transferee, he shall provide the transferee with copies of the Articles of Incorporation, the Restrictive Covenants, the By-laws of the Association, and any Rules and Regulations then in effect. These copies shall be available from the Secretary of the Owners' Association. Prior to transfer, such transferring member shall also provide the Secretary with the names, addresses, and telephone numbers of all transferees. Upon transfer, the transferor's membership in the Association, if he is otherwise qualified. Upon shall be determined to be a member of the Association, if he is otherwise qualified. Upon transfer, annual fees are to be paid to the Hermon Hill Property Owners' Association by the transferee.

E. Survival and Validity of Terms. These covenants shall be binding upon and inure to the benefit of all present and future owners of land in the subdivision and upon any and all persons having any right, title, leasehold interest, lien estate claim or other interest therein, and their heirs, legal representatives, successors or assigns.

The failure on the part of any of said parties, or developer, at any time to enforce any of said covenants shall, in no event, be deemed to be a waiver thereof, or to be a waiver as to existing or future violations thereof. The invalidation of any of these covenants by the judgment, decree or order of any court shall not affect the validity of any of the remainder of said covenants, but the same shall remain in full force and effect as herein provided.

F. Remedy on Breach. No right of forfeiture for the violation of any of these covenants is reserved. Any member of the Association shall be entitled to a decree of injunction against any violation or threatened violation or continuing violation and said member shall be entitled to recover his costs and reasonable attorney's fees in such action.

G. Termination of Covenants. These covenants shall be effective and run with the land for a period of twenty-five (25) years from the date hereof, after which time said covenants shall automatically be extended for successive periods of ten (10) years, unless by action of said landowners' association, duly determined in accordance with its then existing by-law, it is agreed to change said covenants in whole or in part.

H. Landowners' Association: Developer reserves the right to designate any agent for the enforcement of these restrictive covenants and for the approval of submitted plans and specifications. The agent so designated may be Landowners' Association formed by the Landowners or by developer. Title to subdivision roadways and parkways may, at developer's election, be dedicated to the Government of the Virgin Islands, or may be conveyed to said Association which may make assessments for the care and maintenance of such properties. In the event that developer or the landowners form such an association, all owners of subdivided plots in the subdivision must join such association provided that it is in corporate form. All such owners shall be governed by the rules and regulations of such association. No assessment for roadways or other improvements to subdivision for the benefit of all landowners may exceed fifty dollars (\$50.00) per annum unless and until such annual assessment is increased by action of a majority of homeowners in the subdivision.

I. Amendments: These rules and regulations may be amended at any time, when a quorum is present or represented by proxy (i.e., a simple majority of those eligible to vote) at the annual or any special meeting of members, by two-thirds (2/3) vote of those members are eligible to vote and do so either in person or by proxy, provided that each member has been given a written notice of such meeting, stating the purpose thereof, together with a copy of the proposed amendment or amendments as least thirty (30) days prior to the date of such meeting.

SECTION II. BOUNDARIES AND EASEMENTS:

A. Subdivision. There shall be no re-subdivision of any plot into smaller plots or subplots that would have a total area of less than one half (0.5) U.S. acres for R-1, R-2 and R-3 zoned areas.

B. Roadway Easement. All members of the Hermon Hill Property Owners' Association shall have a perpetual easement over and upon all roadways as constructed, located, or relocated by the Association.

C. Utility Easement. The right is hereby reserved to the Hermon Hill Property Owners' Association, Inc. to an easement in and over narrow strips of land and within ten (10) feet of the back and side boundary lines of each plot to provide access for installation and maintenance of utility services with all devices that it may deem appropriate in connection therewith. Such utility services may consist of, but are not limited to, power, telephone, water, sewage, security lights, cable, drainage, irrigation, rubbish removal and fire lanes.

SECTION III. BUILDINGS AND STRUCTURES:

A. Permitted Structures. The area within the boundaries has been zoned "Low Density Residential" (i.e., "every zoning lot shall be occupied by not more than two (2) dwelling units." - Title 29, Paragraph 229, Subchapters C and D of the Virgin Islands Code. A "zoning lot" is defined as "A single tract of land... to be used, developed or built upon" and a "dwelling unit is defined as "any room or group of rooms located within a dwelling and forming a single habitable living, sleeping, and cooking" - Title 29, Paragraph 225, Subchapter B, Subsections 66 and 41 Virgin Islands Code). Therefore, there shall not be constructed upon any plot more than one main single-family dwelling and one apartment or guest house or servants' quarters (hereinafter called "secondary residence"). A secondary residence must be contiguous to the main dwelling unit (i.e., attached to the main dwelling unit by adjacent walls or roof line.) A secondary residence will have no more than two (2) bedrooms and one (1) kitchen. A secondary residence will be used as a rental unit or to house bona-fide guests of the family occupying the main dwelling, or as a residence for a domestic employee of the family, such as a garage, carport, tool house, garden house, swimming pool etc., are acceptable as long as they conform to the architectural theme of the main dwelling unit, adhere to the building setback requirements and are otherwise approved by the ABC.

B. Temporary Structure. No garage, trailer, tent or any other structure of a temporary nature shall be used for residential purposes prior to, during, or after the construction of the main dwelling. Any temporary structures erected for the purpose of construction material storage must be removed from the premises no later than the time of occupancy or completion, whichever occurs first.

C. Minimum Requirements. No residential structure shall exceed a height of two stories. A story is defined as that portion of a building, other than a cellar, exposed cistern, or mezzanine, included between the surface of any floor and the floor next above it, or if there be no floor above, then the space between the floor and the ceiling next above it. A cellar, exposed cistern or mezzanine shall be deemed a full story when it covers more than thirty three percent (33%) of the area of the story underneath or above said cellar, exposed cistern, or mezzanine, or if the vertical distance from the floor next below it to the floor next above it is twenty four (24) feet or more.

D. Minimum Size of Dwelling Units: Whether it be intended as the main house, an apartment, a guest house or servants' quarters, the first dwelling unit to be constructed on any

plot shall consist of at least fifteen hundred (1500) square feet of contained space of the main dwelling. A structure which contains a secondary residence shall have at least two thousand (2000) square feet (total) of contained space. "Contained space" is defined as interior living space under the roof and enclosed by walls.

E. Building Lines. As a general rule no building or structure shall be constructed within twenty (20) feet of any boundary line. However, in certain locations where it may be desirable, due to the contour of the land and the grading of the road, the ABC may approve the location of a structure as close as ten (10) feet for R-2 zoning and fifteen (15) feet for R-2 zoning to aside or rear boundary and fifteen (15) feet from the front boundary line as these are the minimum requirements set by the Virgin Islands Code. It must be noted, however, that no structure shall be closer to the adjacent road(s) than the mean distance from the road of neighboring structures. The ABC reserves the right to enforce set back requirements of greater than twenty (20) feet in an instance where a planned structure would seriously impede or restrict the view of an existing neighbor. Where any two or more adjacent lots are combined as a single unit within one title and ownership, the reference to the boundary line shall be to the perimeter boundaries of the combined unit.

F. Architectural Building And Control: In order to protect and preserve the natural beauty and serenity of Estate Hermon Hill (Royal Manor, Queste Verde and Belle Field Estates), the Architectural Building and Control Committee (hereinafter, "ABC") has been vested by the HHPVA Board of Directors to act on behalf of the entire membership of this Association to ensure compliance with the covenants that are applicable to both improvement and land use of each and every lot within the boundaries of HHPVA. The ABC is tasked with reviewing and approving or denying approval, in writing, of all plans for new construction, additional construction, and exterior remodeling, to include but not limited to, site excavation, structures, landscaping, materials, designs, colors, fencing, and anything else that would change or alter the exterior appearance or use of a lot. The committee will balance the needs and tastes of the individual property owner and the interest of the neighborhood at large in achieving these goals. The HHPVA membership recognizes that from time to time there may be controversies about proposed building and landscaping plans which would ultimately involve subjective judgment. Toward that end, the committee is necessarily vested with the absolute and sole discretion, as guided and directed by these covenants, to approve or deny any and all building and landscaping plans submitted by property owners.

G. Architectural Requirements: The intent of these covenants is to ensure that structures and landscaping within HHPVA boundaries enhance the visual impact, esthetic appeal, and property values of all plot owners. Structures must conform with the predominant themes of the island and more specifically those of the neighborhood (i.e., contemporary, West Indian, Mediterranean, and 19th Century Danish architecture).

H. Construction Regulations: All construction shall be subject to the provisions of the Virgin Islands zoning, building, and housing laws and regulations and shall occur "on-site". Mobile, modular, or pre-fabricated homes are not permitted.

Only signs required by government regulations may be displayed during construction. Inspections while construction is in progress will be conducted regularly by the ABC to ensure compliance with the approved drawings. Any changes made

during construction must be approved in writing by the ABC prior to the change (see paragraph 11 "Pre-Approval Process" and paragraph 15 "Minor Changes or Alterations" below). Property Owners will be responsible for repair of damage to roads and property by equipment used in their service.

I. Pre-Approval Requirements: No earth change, construction, or alteration of any existing structure may commence without the approval of the ABC. The applicant must submit two copies of the following with appropriate approvals from the Department of Planning and Natural Resources stamped thereon and a non-refundable fee of two hundred and fifty (\$250.00) to the ABC for approval.

1. The potential homebuilder must be a member in good standing (i.e., all HHPQA dues, fees assessments, and liens shall be paid in full prior to the approval/denial of any building plan).

2. The potential homebuilder must submit a construction application to the ABC prior to the review and approval/denial of building plans.

3. The applicant must show that he/she has adequate funds available to complete the projected construction and landscaping. No construction may begin without adequate funds.

4. Submission of a construction application automatically renders permission for members of the ABC to enter upon the construction site for the purpose of carrying out required inspections. In the case of construction on an already occupied dwelling, the inspecting members of the ABC will contact the resident to set up a mutually convenient time to conduct the required inspections so as not to unjustly and unnecessarily invade the privacy of that resident.

J. Pre-Approval Process: No earth change, construction, or alteration of any existing structure may commence without the approval of the ABC. The applicant must submit two copies of the following, with appropriate approvals from the Department of Planning and Natural Resources and a non-refundable fee of two hundred and fifty dollars (\$250.00) to the ABC for approval:

1. Site plan at the minimum scale of 1/8" - 1'
- a. Show water service/cistern location
- b. Show sanitary waste system and distance from cistern or well
- c. Location, dimension and materials for walks and drives
- d. Limits of construction activity (no grading, construction, traffic or storage of materials will be allowed beyond these limits)
- e. Exterior light locations and types
- f. Elevation of corner posts, finished grade elevations, and finished elevations of dwelling

2. Roof plan at minimum scale of 1/4" - 1'
3. Floor plan at minimum scale of 1/4" - 1'
- a. Foundation plan dimensioned
- b. Wall, window and door openings dimensioned
- c. Room use labeled
- d. All overhangs of floors or roofs shown as dashed lines
- e. All fixtures, cabinets, and appliances shown
4. Elevations at minimum scale of 1/4" - 1'
- a. Show materials rendered

5. Sections

M. **Final Inspection:** Final inspection by ABC will be made after the contractor has completed construction, including all site work, grading, debris removal, sign removal, temporary utility removal, and advance notice to the ABC of the finish date. A final

to the HHPOA.
the homeowner to ensure that construction is approved by and conforms to all applicable that construction conforms to the initial, approved plans. It is also the responsibility of inconvenience or delays; however, it is the responsibility of the homeowners to ensure unacceptible construction techniques or materials so as to minimize potential cost, 3. The ABC will endeavor to notify homeowner of any unacceptible variances or No. 2L "Final Inspection" below, for detailed statement of this process).
of Planning and Natural Resources and before home is actually occupied (see paragraph rules and regulations is required before obtaining occupancy permit from the Department 3. Final inspection and approval by ABC to ascertain compliance with these building approved plans.

2. Mid-construction floor plan inspection(s) as needed to ensure compliance with required before commencement of earth change.
1. Inspection of premises as staked showing areas to be graded and boundaries of buildings and other structures, with clearly marked corner-boundaries of plot, this of the following:
L. **Inspection Process:** For new construction, the committee inspection process consists

of the following:
K. **Deposits:** In interest of maintaining safety and visual appeal for the neighborhood residents and visitors, the construction process must be regulated. After final approval and obtaining all necessary permits, contractor must submit a construction application form and a non-refundable (\$500.00) road tonnage fee and a one thousand dollar (\$1,000.00) refundable deposit (deposit not applicable to minor remodeling or renovation projects, as determined by the ABC). The deposit is to ensure compliance with the approved plans, for roads shoulders, and common areas (see paragraph No. 2B above). This deposit may be co-mingled with other HHPOA funds and shall not bear interest.

Upon approval, the Committee will sign pre-approved Department of Planning and Natural Resources Drawings, will retain one copy in HHPOA records and will return one copy to the property owner.

- 10. Clear description of roofing material
- 9. Survey at 1/8" - 1'
- 8. Planting plan at minimum scale of 1/8" - 1'
- g. Must be rendered by a licensed architect or draftsman
- f. Any other drawings necessary to define the questionable areas
- e. Roof Materials legend on plans
- d. Plumbing plans
- c. HVAC plans
- b. Electrical plan
- a. Schedules (finishes, doors, windows, lintels)
- 7. Drawings
- 6. Structural plans at minimum scale of 3/4" - 1'
- a. Major sections at minimum scale of 1/4" - 1'
- b. Typical walls from grade to ridge at minimum scale of 3/4" - 1'

O. Time Limits For Construction: Upon approval of construction plans by the ABC, owner must re-submit plans for approval. Construction should be accomplished within one (1) year. If not then commenced, the property owner must re-submit plans for approval. Construction should be accomplished within one year, the property owner may apply in writing on a form to be obtained from the ABC for an extension of time completed within (1) year. If not completed within one year, the property owner may apply in writing on a form to be obtained from the ABC for an extension of time within which to complete construction not to exceed an additional six (6) months. The request for an extension of time to complete construction should contain a brief statement addressing the reasons for delays and the proposed completion date. If construction is not then completed and an occupancy permit is

1. Site plan showing proposed changes/modifications at a minimum scale of 1/8"-1"
2. Letter of intent with description and intent of improvement
3. Drawings by a licensed architect or draftsman as necessary to describe the improvement(s)
4. Materials and color sample (if changed)
5. Names and plot numbers of adjacent landowners

copies of all or some of the following:
 approval for a minor change or alteration, the property owner will submit two (2) the type of minor change or alteration, as determined by the ABC, to request one signed copy to the property owner. If a proposed change is deemed a major change, the ABC will treat it as a resubmission for final approval. Depending on one signed copy of the documents submitted for HHPVA files and return will retain one signed minor change or alteration is approved, the approving members writing. If a proposed minor change or alteration may be determined by any two members of the ABC and must be in committee action) (simplified approval process) and a major change (requiring full change or alteration" (simplified approval process) and a major change (requiring full writing by any two members of the ABC. The distinction between a "minor for approval to the entire ABC. A minor change or alteration may be approved in structure, or change elevations. A minor change or alteration need not be submitted does not, in the opinion of the ABC, significantly alter the initial plans or existing paid by the property owner. A "minor change or alteration" is defined as one that modification is intended to be a streamlined process and does not require that a fee be by the ABC. A request for review and approval of a proposed minor change or additional construction may be undertaken without prior review and written approval during construction, or a future date. No modifications to existing construction, nor wish to make improvements or modifications to a home after initial approval and

N. Minor Changes, Alterations, Or Additional Construction: Homeowners may members, or the HHPVA with regard to the safety and quality of the construction. of ABC's inspections or regulations shall impose any liability on the ABC, its variance between approved plans and finished construction. It is further noted that none progress for compliance with approved plans. The owner assumes full liability for any the HHPVA and its agents assume no responsibility for inspecting construction in made by HHPVA, their cost will be deducted from the deposit. It should be noted that requirements are fulfilled. If cleanup or amendments to the construction site need to be work has been completed. The construction deposit will be returned in full if all No. 2F "Acceptable Number of Dwellings Unit" and to ensure that all major interior internal inspection must also be conducted in order to verify compliance with paragraph

- not issued, and additional fee of one hundred dollars (\$100.00) per month shall be assessed against the property for months nineteen (19) to twenty four (24), until construction is completed and an occupancy permit issued. If not then completed and an occupancy permit not issued, an additional fee of two hundred dollars (\$200.00) per month shall be assessed for months twenty five (25) and beyond. If not paid by the property owner, the additional fees may be collected by the assessment of liens against the property in favor of the HHPQA and / or foreclosure on the property to collect the fees owed.
- P. Contractor Relations:** Contractors are responsible for the actions of their employees while on the job site. Workers are allowed access to and from the job site only, and are not allowed to use other facilities or unnecessarily ride around the area controlled by HHPQA. Harassment of residents or visitors is strictly forbidden. All employees must wear shoes and shirts while on the job site. Work will be allowed only between 7:00 a.m. and 7:00 p.m., with no noise-producing construction work before 10:00 a.m. on Sundays and Federal Holidays, loud, unnecessary noise on the job site is not permitted. The contractor must provide toilet facilities for the workers on the job site in a discreet location. Contractors must be licensed in the U.S. Virgin Islands. Contractors shall provide a designated foreman or supervisor on the job site at all times. Any contractor found in noncompliance with these regulations will be subject to all remedies at law or equity, including the HHPQA or any member thereof applying to the Court for an order requiring the contractor to cease and desist, and/or the denial of the contractor of entry into the neighborhood or the use of HHPQA roads.
- Q. Drainage:** No lot shall be graded in such a manner as to divert storm water, mud, or debris unto other lots.
- R. Exterior Walls:** Exterior walls must be constructed of concrete block, poured concrete, stone or brick. The following materials are permitted as exterior wall finishes:
1. Local fieldstone or limestone; or
 2. Smooth or varying textured plaster; or
 3. Brick.
- To allow for changing technology, new and comparable building materials will be considered for approval by the ABC as the technology changes or becomes available. Exterior walls should be of moderate color intensity in a white or soft earth tone hue. Unfinished concrete block is not permitted. Wood and/or metal as exterior siding are not permitted except as trim, accent, shutters, or support for a masonry wall.
- S. Arches And Columns:** Arches shall be of Danish or West Indian pattern, no less than sixteen (16) inches in depth, and shall be consistent in size, design and symmetry throughout a structure. Masonry columns shall not be less than six by six (6 x 6) inches square. The undercut of buildings and decks on the downhill slope, including unfinished spaces intended to be finished as secondary dwelling units, shall be enclosed. (Note: If properly maintained, wooden latticework or similar material is acceptable for enclosing such an undercut, if the undercut is not part of the presently existing dwelling space of the structure.)

- T. **Roofs And Gutters:** The following configurations are permitted for roofs: parapet gable, simple hip, shed, and mansard (flat with railings or parapets are acceptable only if accessible from an interior room). Principle roof pitch shall be within slopes 5:12 and 11:12. Other roof designs will be considered on a case-by-case basis. Functioning gutters are required. Roofing finish materials shall be of the following materials:
 1. Acrylic elastomerics or silicon;
 2. Factory pre-coated galvanized metal with epoxy or acrylic finish, or
 3. Roofing tile or slate.
 Asphalt, composite, rolled roofing or unpainted galvanized metal roofing are not permitted.
- U. **Landscaping:** Landscape plans should include plants indigenous to the Caribbean area. Trees should be planted in natural looking groups. Ornamental and foundation planting should be in sufficient quantities and located with an eye toward softening building masses, decorating courtyards, buffering driveways and parking areas, providing cover for those areas disturbed during construction, and generally enhancing visual appeal. A property owner shall have not more than six (6) months after an occupancy permit is issued within which to complete the approved landscape plan. If the landscape plan is not completed within six months, the property shall, at the discretion of the ABC, be assessed a fee not to exceed one hundred dollars (\$100.00) per month. HHPQA reserves all other rights and remedies in both equity and law to ensure compliance with the initially approved landscape plan.
- V. **Driveways:** Each developed plot must provide for off-street parking of the vehicles normally associated with that plot. To that end, parking areas and all new driveways must be paved with either hot mix, concrete, or tile or stone embedded in concrete, or other acceptable "all-weather" surface.
- W. **Fences:** Cyclone or other fencing material approved by the ABC may be erected for the sole purpose of establishing a dog run. A dog run may not exceed ten feet by twenty-five feet (10' x 25'). No other fencing is allowed except for security and privacy, along the outer perimeter boundaries of the area controlled by the HHPQA.
- X. **Restricted Activities And Uses:** All plots are hereby designated as residential. There may be no commercial activity in this residential section of Hermon Hill (Royal Manor, Queste Verde and Belle Field Estate) Subdivision (other than the renting on one's private dwelling or guest facilities). Exempt plots are 1, 2, 3, and 53 of Hermon Hill in accordance with licensing and zoning restrictions.
- Y. **Roads:** The Department of Public Works shall maintain all roads in Hermon Hill (Royal Manor, Queste Verde and Belle Field Estates). The HHPQA shall take the necessary steps to insure that roads damaged as results of construction are repaired.
- Z. **Security:** The HHPQA will petition with the local power company (WAPA) to install and maintain street lighting at strategic locations throughout the neighborhood controlled by the HHPQA. Additional street lighting may be provided where needed on a timely basis.

- AA. **Upkeep and Maintenance of Structures:** All buildings, structures, driveways, yards, and vacant property shall at all times be kept in good condition and neat appearance. The HHPQA considered the following as examples of prohibited situations (although this is not to be construed as an all-encompassing list):
1. Exposed L.P. gas cylinders
 2. Decayed or discolored hypalon or tin roofs
 3. Existing metal roofs that are not painted or coated
 4. General trash and/or construction materials on property
 5. Stewn or unusable items left on property
 6. Unserviceable vehicles or parts thereof remaining on property more than 60 days
 7. No major repairs or overhauls to vehicles within HHPQA
 8. Vegetation overhanging HHPQA roads
 9. Vegetation blocking views at intersections
 10. Landscaping or grass cuttings left on any property
 11. Untreated metal allowed to disfigure roof / structure appearance
 12. Clothes lines that are visible from the road or neighboring plots
 13. Cars regularly parked on the roads
 14. Trash not kept in sanitary containers and screened from view of the roads and neighbors or accessible to animals
 15. Unightly air conditioning and other similar utilitarian equipment visible from the roads and neighboring plots
 16. Construction equipment and other heavy duty equipment of any sort, trailers, boats, or other recreational equipment (e.g., windsurfers, jet skis etc.) visible from roads and neighboring plots.
 17. Trailers, used for the purpose of moving personal belongings into or out of residence, may be parked on a resident's property for a period not to exceed two weeks unless, for just cause, an extension of time has been granted by the Board of Directors.
 18. Unpainted and/or unfinished structure; structures in obvious need of repainting.
- Members of HHPQA who are in violation of the above written regulation will be notified by the board of directors and given thirty (30) days to correct the situation. If, after thirty (30) days, the condition has not been remedied, a fine of twenty five dollars (\$25.00) per day will be assessed the property until such time as the offending condition is remedied unless the landowner receives permission from the HHPQA Board of Directors to provide a written statement of plans to remedy the situation along with completion date. If these plans are not carried out as stated, then the above remedy will be invoked as written). If after thirty(30) days, item "8" or "9" has not been property remedied, the Board of Directors, acting on behalf of the entire membership, and for the good of the entire membership, may contract said work to be done and subsequently charge the particular property owner, with full rights of liening if billed amount is not paid within thirty (30) days.

SECTION IV. COMMUNAL LIVING REGULATIONS

A. Dumping: The dumping of any house, garden trash, or garbage anywhere within the area controlled by HHP OA is forbidden, except, occasionally, certain dumping areas may be temporarily designated by HHP OA for the dumping of garden cuttings. This regulation does not preclude the non-odorous composting of organic materials for use in gardening on the owner's plot. Association members are responsible for any infringement of this regulation on the part of any tenants or guests.

B. Noise Abatement: Residents of Hermon Hill (Royal Manor, Queste Verde and Belle Field Estate) enjoy the special advantage of a combined indoor/outdoor lifestyle. Disturbing the peace occurs when mechanical, electronic or vehicular sounds the barking of dogs or other loud noises permeate the surroundings with noise levels which infringe on other residents. Therefore, all excessive noises, including the continual, unceasing barking of dogs that goes beyond the normal function of guarding property, shall be considered a disturbance of the peace. So shall any excessive noise from a stereo or other sound system if it affects the quiet enjoyment of neighboring property. This rule is not meant to prohibit occasional parties or entertaining of guest; however, members who are entertaining are urged to be considerate of their neighbors by lowering the noise level by 10:00 p.m. on weeknights and by midnight on Friday and Saturday nights. Members will refrain from creating unnecessary and unreasonable noises (e.g. lawnmowers, chain saws, jackhammers, etc.) on Sundays and Federal Holidays prior to 10:00 a.m..

C. Road Safety: No resident of Hermon Hill (Royal Manor, Queste Verde and Belle Field Estates) shall permit or encourage the use of the roads as play areas for children. For their safety, young children riding bicycles on our roads should be properly supervised by an adult. All vehicles using these roads must be properly licensed by the Government of the United States Virgin Islands. As many of our roads are narrow, all drivers must observe a reasonable and prudent speed limit throughout the subdivision. All vehicles must be regularly parked off of the paved roads.

D. Prohibited Vehicles: Commercial vehicles, which are of a size or nature that they are customarily used for personal transport (i.e., no larger than what is commonly know as a "pick up" truck) are prohibited from overnight parking within the controlled area by HHP OA unless the particular vehicle is kept in an enclosed garage that is an approved accessory building on the property. For special circumstances, see Paragraph AA, section 17.

E. Unimproved Lots: For purpose of security all members or persons eligible to be members by ownership of one or more plots as defined in the articles of incorporation shall clear all vegetation overhanging HHP OA roads or blocking views at intersections.

F. Rental Property: When any home or secondary residence (i.e. guest apartment as defined in building rules of HHP OA) within the boundaries of HHP OA is rented, it is the responsibility of the owner to see that the occupants of the rental unit adhere to all covenants, rules and regulations set forth by this Association. For the purpose additional copies of the covenants, rules and regulations are available

from the HHPA Board Members. The owner is additionally responsible for the conduct of his/her tenants and guests.

G. Pets: To keep residents living in peace and harmony with each other and their pets, the following regulations shall govern the keeping of pets in Hermon Hill (Royal Manor, Queste Verde and Belle Field Estates), subdivision.
1. No animals other than domestic pets may be kept in Hermon Hill (Royal Manor, Queste Verde and Belle Field Estate), subdivision. Domestic pets include cats, dogs, birds, aquarium fish and other small caged animals that can be kept inside of the home.

2. No "farm animals" to include, but not limited to, horses, cows, sheep, goats, pigs, or poultry are permitted.

3. No pets that constitute a nuisance or threat to other residents are permitted.

4. Any household where the total number of pets becomes a nuisance to the neighborhood (i.e., noise, sanitation, safety) shall be limited to a number that is no longer a nuisance. Should the number of dogs per plot be more than two (2), said dogs shall be in an enclosed or fenced area.

5. Once properly contacted by the board of directors of the offensive behavior of a pet or pets, if the problem is not remedied, the board of directors, acting on behalf of the entire membership may take steps to either remove the offending pet or pets and/or impose a fine not to exceed five hundred dollars (\$500.00) per offending animal. Cost of removal of an offending animal will be charged to the property owner. Fines and removal costs that remain unpaid after ninety (90) days may cause a lien to be placed on the property where the offending animal resides.

6. All U.S. Virgin Islands' laws requiring the licensing of pets must be complied with. Dogs that are not licensed will be considered stray animals and subject to removal from the neighborhood.

7. All dogs must be restricted to the owner's property at all times, except when on a lead and under the direct control of the property owner.

8. All association members and their tenants are required to maintain control of their pet animals at all times. For example, any dog involved in an attack on a human or other animal or on member property must be kept chained or on a lead whenever outside. Any animal involved in a second infraction reported to the board of directors (in writing) shall be removed from the area covered by the HHPA covenants and the Association may assess the cost of enforcing this removal to the owner of the property where the offending animal resides.

H. General Considerations:

No resident of Hermon Hill (Royal Manor, Queste Verde and Belle Fields Estates), subdivision, shall maintain or conduct or allow to be maintained or conducted by his/her children, tenants, or guests any thing or activity which under normal and reasonable community relationships can be considered an annoyance or nuisance to the other residents. Any activity that consistently creates excessive traffic, is

detrimental to the environment, destroys the tranquility and the residential character of the neighborhood is strictly forbidden. The Board of Directors shall have the power to enforce this provision by injunction or as otherwise provided by law.

IN WITNESS WHEREOF, the Hermon Hill Property Owners' Association, Inc. has caused this set of rules and regulations to be duly executed by its president and attested to by its secretary as of the day and year first above written

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ALTHEA PEDRO
RECORDER OF DEEDS
ST CROIX
PER PAGE FEE \$ 12.00
RECORDING FEE \$ 25.00



Althea Pedro
Recorder

Witnesses:
James Macgregor Burke
Calvin P. Cudde

By: *James P. Cudde*
ESTATES OF HERMON HILL PROPERTY OWNERS' ASSOCIATION, INC.
PRESIDENT

Attest:
By: _____

SUBSCRIBED AND SWORN TO BEFORE ME
THIS 27 DAY OF August, 2008
BY *Althea Pedro*
NOTARY PUBLIC

ALICIA SYKES
Notary Public, St. Croix, USVI 13
Commission Expires, Mar. 29, 2011
NP-112-07